

Message Text

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ACTION OES-06

INFO OCT-01 NEA-10 ISO-00 NRC-05 EB-08 /030 W
-----161143Z 061938 /10

P 161030Z FEB 77
FM AMEMBASSY TEHRAN
TO SECSTATE WASHDC PRIORITY 1298
ERDA HDQTRS WASHDC PRIORITY

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ERDA PLEASE PASS TO DR. ALEX ZUCKER, OAK RIDGE NATIONAL LABORATORY
AND DR. PHIL JOHNSON, ORAU

E.O.11652: N/A
TAGS: ENRG, TECH, TGEN, USIRJC, IR
SUBJ: ERDA/ORNL/ORAU COOPERATION WITH AEOI/ENTEC: TRAINING IN
NUCLEAR SCIENCE AND ENGINEERING

ON FEBRUARY 16 THE EMBASSY SCIENCE ATTACHE RECEIVED SPECIFIC COMMENTS FROM AEOI LEGAL COUNSEL DR. TABARI (AND CLEARED BY DR. KHAZANEH) WITH THE REQUEST THAT THEY BE PROMPTLY FORWARDED TO ERDA AND OAK RIDGE. AEOI WOULD LIKE TO SEE THE FOLLOWING COMMENTS TAKEN INTO ACCOUNT IN THE PREPARATION OF THE FINAL DRAFT OF THE AGREEMENT:

QUOTE: 1. TITLE OF THE LEGAL INSTRUMENT: AEOI WOULD PREFER TO CALL THE LEGAL INSTRUMENT "AGREEMENT" RATHER THAN "MEMORANDUM OF UNDERSTANDING."

2. REFERENCE TO THE 1957 AGREEMENT FOR COOPERATION CONCERNING ATOMIC ENERGY: WE SUGGEST THAT IN THE PREAMBLE THE 1957 AGREEMENT WHICH IS DIRECTLY RELATED TO THE SUBJECT OF THE COOPERATION BE MENTIONED AS WELL.

3. AUTHORIZATION: FROM OUR DISCUSSION IN TEHRAN, IN FEBRUARY 1977, WE EXPECT THAT THE NECESSARY AUTHORIZATION EXISTS, UNDER LIMITED OFFICIAL USE

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THE LAWS OF THE UNITED STATES, TO TRANSMIT THE INFORMATION EXPECTED TO BE MADE AVAILABLE TO THE IRANIAN TRAINEES.

4. PARTY TO THE AGREEMENT: WHILE ERDA IS TO BE THE PARTY OF THIS AGREEMENT, WE UNDERSTAND THAT ORAU AND ORNL (THE OAK RIDGE INSTITUTIONS) WILL CONSENT TO THE OBLIGATIONS ASSIGNED TO THEM UNDER THIS AGREEMENT, AND EVIDENCE OF THIS CONSENT (IN THE FORM

OF A LETTER TO ERDA) WOULD BE MADE AVAILABLE TO AEOI PRIOR TO THE SIGNING OF THIS AGREEMENT.

5. LIST OF TRAINING INSTITUTIONS: WE UNDERSTAND THAT PRIOR TO THE SIGNING OF THE AGREEMENT, AEOI WILL BE GIVEN A LIST OF TRAINING INSTITUTIONS EXPECTED TO ENGAGE IN THE IMPLEMENTATION OF THE AGREEMENT. THE LIST SHALL ALSO INCLUDE AN INDICATION OF THE CONSENT BY THOSE INSTITUTIONS TO PROVIDE THE COOPERATION ASSIGNED TO THEM.

6. PROGRAM MANAGER: WE UNDERSTAND THAT THE ENUMERATION OF THE FUNCTIONS OF PROGRAM MANAGER DOES NOT RELIEVE ERDA OF THE ULTIMATE RESPONSIBILITY FOR PROVIDING THE MENTIONED SERVICES.

7. LIST OF SUBJECTS OF TRAINING: WE UNDERSTAND THAT AEOI AND THE REPRESENTATIVES OF THE OAK RIDGE INSTITUTIONS AGREED ON THIS LIST IN TEHRAN.

8. THE NUMBER OF TRAINEES: WE UNDERSTAND THAT IN TEHRAN IT WAS AGREED THAT THE NUMBER OF TRAINEES WOULD BE 25. HOWEVER, UP TO FIVE MORE TRAINEES MAY BE ADDED TO THIS GROUP. CORRESPONDINGLY, APPROPRIATE ADJUSTMENT WILL BE MADE IN THE PRORATABLE PORTIONS OF THE COSTS.

9. RECRUITMENT: WE EXPECT THE RECRUITMENT OF PROSPECTIVE TRAINEES TO BE DONE BY AEOI WITH THE COOPERATION OF THE OAK RIDGE INSTITUTIONS.

10. TRAINING PROGRAMS: WE EXPECT THAT A TRAINING PROGRAM FOR LIMITED OFFICIAL USE

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EACH TRAINEE, IN LIGHT OF THE OBJECTIVES SPECIFIED BY AEOI, WOULD BE PROPOSED BY THE OAK RIDGE INSTITUTIONS FOR THE APPROVAL OF AEOI AS SOON AS PRACTICABLE.

11. PERIODIC REPORTING: WE WOULD LIKE TO HAVE PERIODIC REPORTING ON THE PROGRESS OF THE TRAINEES.

12. PREVIEW OF THE TRAINING PROGRAM: WE EXPECT AEOI TO SEND REPRESENTATIVES TO REVIEW THE PROGRAM IN OAK RIDGE WITHIN SIX MONTHS FROM THE COMMENCEMENT OF THE PROJECT, AND ANOTHER TIME IN THE FOLLOWING YEAR.

13. RECALL AND REPLACEMENT OF TRAINEES: WHENEVER THE NEED ARISES FOR THE RECALL, RETURN OR REPLACEMENT OF ONE OR MORE TRAINEES, THE TWO PARTIES SHALL CONSULT ON THE PROPER MEASURES TO BE TAKEN.

14. ASSISTANCE IN SETTING UP THE TRAINEES: OAK RIDGE INSTITUTIONS WOULD HELP IN SETTING UP THE TRAINEES IN THE UNITED STATES,

E.G. BY PROVIDING ASSISTANCE IN FINDING ACCOMMODATIONS AND OBTAINING INSURANCE POLICIES.

15. COSTING: WE UNDERSTAND THAT THE COSTING SYSTEM IN THIS AGREEMENT WILL BE AS FOLLOWS: (A) THERE WILL BE A CEILING OF NOT MUCH MORE THAN HALF A MILLION DOLLARS. (B) ORAU WILL SUBMIT FOR PAYMENT BY AEOI MONTHLY INVOICES OF THE "ACTUAL COST" INCURRED. (C) THERE WILL BE ITEMIZATION OF THE COST EXPECTED AND ACTUALLY INCURRED. (D) THERE WILL BE AN ADVANCE PAYMENT AMOUNTING TO FIFTEEN PERCENT (15 PERCENT) OF THE ESTIMATED COST.

16. FREE USE OF INFORMATION: IT IS UNDERSTOOD THAT AEOI IS FREE TO USE THE INFORMATION THE TRAINEES RECEIVE DURING THEIR TRAINING.

17. LIABILITY: WE UNDERSTAND THAT IN ARTICLE 10.2.B, THE CEILING FOR PERSONAL INJURY WOULD BE DETERMINED PRIOR TO THE SIGNING OF THIS AGREEMENT. WE EXPECT THAT, IN ARTICLE 10.2.C, THERE LIMITED OFFICIAL USE

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WOULD BE A CEILING ON THE RECOVERY FOR PROPERTY DAMAGE. THE CEILING SHOULD CORRESPOND TO THE ACTUAL REPAIR OR REPLACEMENT COST.

18. DRAFTING: THE USE OF "JOINT PROJECTS" IN ARTICLE 10.1.B IS INDICATIVE OF THE NEED FOR REVISING THE PRESENT DRAFT. THE DRAFT SEEMS TO CONSIST OF PROVISIONS COLLECTED FROM VARIOUS OTHER DRAFTS. REDRAFTING WOULD HELP MAKE THE DRAFT SUITABLE FOR THIS PARTICULAR AGREEMENT.

19. CONTINUATION OF THE PENDING PROGRAMS: IT WAS AGREED IN TEHRAN THAT EVEN AFTER THE TERMINATION OF THIS AGREEMENT, THE UNFINISHED PART OF THE TRAINING PROGRAM OF ANY OF THE TRAINEES WILL CONTINUE UNDER THE SAME TERMS AS THOSE OF THIS AGREEMENT.

20. CONFIDENTIALITY: THE CONTENT OF THIS AGREEMENT SHALL BE TREATED AS CONFIDENTIAL BY THE PARTIES.

21. SIGNING OF THE AGREEMENT: IT WAS AGREED IN TEHRAN THAT AFTER AN ACCEPTABLE DRAFT FOR THE AGREEMENT IS PREPARED IT WOULD BE SIGNED BY ERDA IN THE UNITED STATES AND BY AEOI IN IRAN. END QUOTE. MIKLOS

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Message Attributes

Automatic Decaptioning: X
Capture Date: 01-Jan-1994 12:00:00 am
Channel Indicators: n/a
Current Classification: UNCLASSIFIED
Concepts: NUCLEAR COOPERATION PROGRAMS
Control Number: n/a
Copy: SINGLE
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Decaption Date: 01-Jan-1960 12:00:00 am
Decaption Note:
Disposition Action: RELEASED
Disposition Approved on Date:
Disposition Case Number: n/a
Disposition Comment: 25 YEAR REVIEW
Disposition Date: 22 May 2009
Disposition Event:
Disposition History: n/a
Disposition Reason:
Disposition Remarks:
Document Number: 1977TEHRAN01534
Document Source: CORE
Document Unique ID: 00
Drafter: n/a
Enclosure: n/a
Executive Order: N/A
Errors: N/A
Expiration:
Film Number: D770055-0071
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From: TEHRAN
Handling Restrictions: n/a
Image Path:
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Litigation History:
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Office: ACTION OES
Original Classification: LIMITED OFFICIAL USE
Original Handling Restrictions: n/a
Original Previous Classification: n/a
Original Previous Handling Restrictions: n/a
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Previous Classification: LIMITED OFFICIAL USE
Previous Handling Restrictions: n/a
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Review Release Event: n/a
Review Transfer Date:
Review Withdrawn Fields: n/a
SAS ID: 3303089
Secure: OPEN
Status: NATIVE
Subject: ERDA/ORNL/ORAU COOPERATION WITH AEOI/ENTEC: TRAINING IN NUCLEAR SCIENCE AND ENGINEERING ON FEBRUARY 16THE
EMBASSY SCIENCE ATTACHE RECEIVED
TAGS: ENRG, TECH, TGEN, IR, USIRJC
To: STATE ERDA
Type: TE
vdkgvkey: odbcr://SAS/SAS.dbo.SAS_Docs/c8dca1c5-c288-dd11-92da-001cc4696bcc
Review Markings:
Margaret P. Grafeld
Declassified/Released
US Department of State
EO Systematic Review
22 May 2009
Markings: Margaret P. Grafeld Declassified/Released US Department of State EO Systematic Review 22 May 2009